

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO

DEBORAH GRAY, as Guardian ad litem of
R.B., a minor child,

Plaintiff,

v.

Cause No. 1:19-CV-00406-LF/SCY

ACADIA HEALTHCARE COMPANY, INC.,
And ROLLING HILLS HOSPITAL, LLC,

Defendants.

ACADIA’S ANSWER TO COMPLAINT FOR PERSONAL INJURY

Defendant Acadia Healthcare Company, Inc. (hereinafter “Acadia”), by and through its attorneys of record, Serpe, Jones, Andrews, Callender & Bell, PLLC, respectfully files this Answer to Plaintiff’s Complaint for Personal Injury (hereinafter “Complaint”), and shows the Court as follows:

ANSWER

I. [ALLEGED] PARTIES, JURISDICTION, AND VENUE

1. Acadia is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 1 of the Complaint and therefore, denies the same.

2. Acadia is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 2 of the Complaint and therefore, denies the same.

3. Acadia admits that Rolling Hills Hospital, LLC is an Oklahoma limited liability company with a registered agent, The Corporation Company, 1833 South Morgan Road, Oklahoma City, Oklahoma 73128.

4. Acadia admits the allegations contained in Paragraph 4 of the Complaint.

5. Acadia admits Rolling Hills Hospital, LLC is a subsidiary.

6. Acadia admits that Rolling Hills Hospital, LLC operates an Oklahoma licensed hospital facility that treats adolescents, adults and senior adults.

7. The allegations in Paragraph 7 are specifically directed at another Defendant and, therefore, no response to the allegations contained in Paragraph 7 is required of Acadia. Furthermore, the allegations contained in Paragraph 7 of the Complaint constitute legal conclusions requiring no response. To the extent a response is required, Acadia denies the allegations contained in Paragraph 7 of the Complaint.

8. The allegations in Paragraph 8 are specifically directed at another Defendant and, therefore, no response to the allegations contained in Paragraph 8 is required of Acadia. Furthermore, the allegations contained in Paragraph 8 of the Complaint constitute legal conclusions requiring no response. To the extent a response is required, Acadia denies the allegations contained in Paragraph 8 of the Complaint.

9. Acadia denies the allegations in Paragraph 9 of the Complaint.

10. The allegations in Paragraph 10 are specifically directed at another Defendant and, therefore, no response to the allegations contained in Paragraph 8 is required of Acadia. Furthermore, the allegations contained in Paragraph 10 of the Complaint constitute legal conclusions requiring no response. To the extent a response is required, Acadia denies the allegations contained in Paragraph 10 of the Complaint.

11. The allegations in Paragraph 11 are specifically directed at another Defendant and, therefore, no response to the allegations contained in Paragraph 11 is required of Acadia. Furthermore, the allegations contained in Paragraph 11 of the Complaint constitute legal

conclusions requiring no response. To the extent a response is required, Acadia denies the allegations contained in Paragraph 11 of the Complaint.

12. Acadia denies the allegations contained in Paragraph 12 of the Complaint.

13. Acadia denies the allegations contained in Paragraph 13 of the Complaint.

II. [ALLEGED] GENERAL FACTS COMMONS TO ALL CLAIMS

14. In response to the allegations contained in Paragraph 14 of the Complaint, Acadia incorporates herein its objections and responses to the preceding and succeeding paragraphs.

[Alleged] Background of Addiction and Mental Health in the United States

15. In response to the allegations contained in Paragraph 15 of the Complaint, Acadia objects to the allegations as irrelevant and potentially contextually misleading and contends that such allegations require no response by Acadia. To the extent a response is required, Acadia denies the allegations contained in Paragraph 15 of the Complaint and may move to strike such irrelevant and improper allegations from the pleadings.

16. In response to the allegations contained in Paragraph 16 of the Complaint, Acadia objects to the allegations as irrelevant and contextually misleading and contends that such allegations require no response by Acadia. To the extent a response is required, Acadia denies the allegations contained in Paragraph 16 of the Complaint and may move to strike such irrelevant and improper allegations from the pleadings.

17. In response to the allegations contained in Paragraph 17 of the Complaint, Acadia objects to the allegations as irrelevant and contextually misleading and contends that such allegations require no response by Acadia. To the extent a response is required, Acadia denies the allegations contained in Paragraph 17 of the Complaint and may move to strike such

irrelevant and improper allegations from the pleadings.

18. In response to the allegations contained in Paragraph 18 of the Complaint, Acadia objects to the allegations as irrelevant, contextually misleading, argumentative and inflammatory and contends that such allegations require no response by Acadia. To the extent a response is required, Acadia denies the allegations contained in Paragraph 18 of the Complaint and may move to strike such irrelevant, improper and inflammatory allegations from the pleadings.

19. In response to the allegations contained in Paragraph 19 of the Complaint, Acadia objects to the allegations as irrelevant, contextually misleading, argumentative and inflammatory and contends that such allegations require no response by Acadia. To the extent a response is required, Acadia denies the allegations contained in Paragraph 19 of the Complaint and may move to strike such irrelevant, improper and inflammatory allegations from the pleadings.

[Alleged] General Information About Defendant Acadia Healthcare Company, Inc.

20. Acadia admits that Acadia Healthcare Company, Inc. was established in January 2005 to develop and operate a network of behavioral health facilities across the country, which operate independently to provide psychiatric and chemical dependency services, among others.

21. Acadia admits that a network of 583 behavioral healthcare facilities operate with approximately 18,100 beds in 40 states, the United Kingdom, and Puerto Rico.

22. In response to the allegations contained in Paragraph 22 of the Complaint, Acadia objects to the allegations as irrelevant, contextually misleading, argumentative and inflammatory and contends that such allegations require no response by Acadia. To the extent a response is required, Acadia denies the allegations contained in Paragraph 22 of the Complaint and may move to strike such irrelevant, improper and inflammatory allegations from the pleadings.

[Alleged] Background of Joey Jacobs

23. In response to the allegations contained in Paragraph 23 of the Complaint, Acadia objects to the allegations as irrelevant and misleading and contends that such allegations require no response by Acadia. To the extent a response is required Acadia admits that Joey Jacobs is the former Chief Executive Officer and Chairman at Acadia Healthcare Company, Inc.

24. In response to the allegations contained in Paragraph 24 of the Complaint, Acadia objects to the allegations as irrelevant and contextually misleading and contends that such allegations require no response by Acadia. To the extent a response is required, Acadia admits that Joey Jacobs served as the President and CEO of Psychiatric Solutions, Inc. and in various capacities with Hospital Corporation of America.

25. In response to the allegations contained in Paragraph 25 of the Complaint, Acadia objects to the allegations as irrelevant, misleading, argumentative and inflammatory and contends that such allegations require no response by Acadia. To the extent a response is required, Acadia denies the allegations contained in Paragraph 25 of the Complaint and may move to strike such irrelevant, improper and inflammatory allegations from the pleadings.

26. In response to the allegations contained in Paragraph 26 of the Complaint, Acadia objects to the allegations as irrelevant, misleading, argumentative and inflammatory and contends that such allegations require no response by Acadia. To the extent a response is required, Acadia is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 26 of the Complaint and, therefore, Acadia denies the allegations contained in Paragraph 26 of the Complaint and may move to strike such irrelevant, improper and inflammatory allegations from the pleadings.

27. In response to the allegations contained in Paragraph 27 of the Complaint, Acadia objects to the allegations as irrelevant, misleading, argumentative and inflammatory and contends that such allegations require no response by Acadia. To the extent a response is required, Acadia is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 27 of the Complaint and, therefore, Acadia denies the allegations contained in Paragraph 27 of the Complaint and may move to strike such irrelevant, improper and inflammatory allegations from the pleadings.

28. In response to the allegations contained in Paragraph 28 of the Complaint, Acadia objects to the allegations as precisely that, allegations, as well as irrelevant, misleading, argumentative and inflammatory and contends that such allegations require no response by Acadia. To the extent a response is required, Acadia is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 28 of the Complaint and, therefore, Acadia denies the allegations contained in Paragraph 28 of the Complaint and may move to strike such irrelevant, improper and inflammatory allegations from the pleadings.

29. In response to the allegations contained in Paragraph 29 of the Complaint, Acadia objects to the allegations as salacious, improper, irrelevant, misleading, argumentative and inflammatory and contends that such allegations require no response by Acadia. To the extent a response is required, Acadia denies the allegations contained in Paragraph 29 of the Complaint and may move to strike such salacious, irrelevant, improper and inflammatory allegations from the pleadings.

30. In response to the allegations contained in Paragraph 30 of the Complaint, Acadia

objects to the allegations as salacious, improper, irrelevant, misleading, argumentative and inflammatory and contends that such allegations require no response by Acadia. To the extent a response is required, Acadia denies the allegations contained in Paragraph 30 of the Complaint and may move to strike such salacious, irrelevant, improper and inflammatory allegations from the pleadings.

31. In response to the allegations contained in Paragraph 31 of the Complaint, Acadia objects to the allegations as salacious, improper, irrelevant, misleading, argumentative and inflammatory and contends that such allegations require no response by Acadia. To the extent a response is required, Acadia denies the allegations contained in Paragraph 31 of the Complaint and may move to strike such salacious, irrelevant, improper and inflammatory allegations from the pleadings.

32. In response to the allegations contained in Paragraph 32 of the Complaint, Acadia objects to the allegations as salacious, improper, irrelevant, misleading, argumentative and inflammatory and contends that such allegations require no response by Acadia. To the extent a response is required, Acadia denies the allegations contained in Paragraph 32 of the Complaint and may move to strike such salacious, irrelevant, improper and inflammatory allegations from the pleadings.

33. In response to the allegations contained in Paragraph 33 of the Complaint, Acadia objects to those allegations as irrelevant to any cause of allegation alleged in this Complaint and as requiring no response by Acadia.

[Allegation that] Jacobs Takes Over at Acadia

34. Acadia admits the allegations contained in Paragraph 34 of the Complaint.

35. Acadia denies the allegations contained in Paragraph 35 of the Complaint.

36. Acadia admits the allegations contained in Paragraph 36 of the Complaint.

37. Acadia denies the allegations contained in Paragraph 37 of the Complaint.

38. Acadia admits the allegations contained in Paragraph 38 of the Complaint but denies any allegations or inferences relating to the referenced footnote.

[Allegation that] Acadia Acquires Rolling Hills

39. Acadia admits that Rolling Hills Hospital operates an Oklahoma licensed hospital facility that treats adolescents, adults and senior adults.

40. The allegations in Paragraph 40 are specifically directed at another Defendant and, therefore, no response to the allegations contained in Paragraph 40 is required of Acadia. To the extent a response is required, Acadia is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 40 of the Complaint and, therefore, denies the same.

41. The allegations in Paragraph 41 are specifically directed at another Defendant and, therefore, no response to the allegations contained in Paragraph 41 is required of Acadia. To the extent a response is required, Acadia is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 41 of the Complaint and, therefore, denies the same.

42. The allegations in Paragraph 42 are specifically directed at another Defendant and, therefore, no response to the allegations contained in Paragraph 42 is required of Acadia. To the extent a response is required, Acadia is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 42 of the Complaint and,

therefore, denies the same.

43. The allegations in Paragraph 43 are specifically directed at another Defendant and, therefore, no response to the allegations contained in Paragraph 43 is required of Acadia. To the extent a response is required, Acadia is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 43 of the Complaint and, therefore, denies the same.

44. The allegations in Paragraph 44 are specifically directed at another Defendant and, therefore, no response to the allegations contained in Paragraph 44 is required of Acadia. To the extent a response is required, Acadia is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 44 of the Complaint and, therefore, denies the same.

45. The allegations in Paragraph 45 are specifically directed at another Defendant and, therefore, no response to the allegations contained in Paragraph 45 is required of Acadia. To the extent a response is required, Acadia is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 45 of the Complaint and, therefore, denies the same.

46. Acadia admits the allegations contained in Paragraph 46 of the Complaint.

47. Acadia denies the allegations contained in Paragraph 47 of the Complaint.

48. Acadia denies the allegations contained in Paragraph 48 of the Complaint.

49. Acadia denies the allegations contained in Paragraph 49 of the Complaint.

50. Acadia denies the allegations contained in Paragraph 50 of the Complaint.

51. Acadia denies the allegations contained in Paragraph 51 of the Complaint.

[Allegation that] Acadia Purposefully Avails Itself of the Benefits of Conducting Business in New Mexico, Including Filling Beds at Rolling Hills

52. The allegations in Paragraph 52 are specifically directed at another Defendant and, therefore, no response to the allegations contained in Paragraph 52 is required of Acadia. To the extent a response is required, Acadia is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 52 of the Complaint and, therefore, denies the same.

53. The allegations in Paragraph 53 are specifically directed at another Defendant and, therefore, no response to the allegations contained in Paragraph 53 is required of Acadia. To the extent a response is required, Acadia is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 53 of the Complaint and, therefore, denies the same.

54. In response to the allegations contained in Paragraph 54 of the Complaint, Acadia states those allegations constitute legal conclusions requiring no response. To the extent a response is required, Acadia denies the allegations contained in Paragraph 54 of the Complaint.

55. The allegations in Paragraph 55 are specifically directed at CYFD, a non-party, and, therefore, no response to the allegations contained in Paragraph 55 is required of Acadia. To the extent a response is required, Acadia is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 55 of the Complaint and, therefore, denies the same.

56. Acadia denies the allegations of Paragraph 56 of the Complaint.

[Allegation that] Rolling Hills is the Alter Ego of Acadia

57. The allegations in Paragraph 57 are specifically directed at another Defendant and, therefore, no response to the allegations contained in Paragraph 57 is required of Acadia. To the extent a response is required, Acadia is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 57 of the Complaint and, therefore, denies the same.

58. Acadia denies the allegations contained in Paragraph 58 of the Complaint, including all subparts a. through l.

59. Acadia denies the allegations of Paragraph 59 of the Complaint.

60. Acadia denies the allegations of Paragraph 60 of the Complaint.

[Alleged] General Background of R.B.'s Incidents

61. In response to the allegations contained in Paragraph 61 of the Complaint, Acadia incorporates herein its objections and responses to the preceding and succeeding paragraphs.

62. Acadia is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 62 of the Complaint and, therefore, denies the same.

63. Acadia is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 63 of the Complaint and, therefore, denies the same.

64. Acadia is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 64 of the Complaint and, therefore, denies the same.

65. Acadia is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 65 of the Complaint and, therefore, denies the same.

66. Acadia denies the allegations contained in Paragraph 66 of the Complaint.

III. COUNT I
[Alleged] Alter Ego/Instrumentality
(All Defendants)

67. In response to the allegations contained in Paragraph 67 of the Complaint, Acadia incorporates herein its objections and responses to the preceding and succeeding paragraphs.

68. In response to the allegations contained in Paragraph 68 of the Complaint, Acadia states those allegations constitute legal conclusions requiring no response. To the extent a response is required, Acadia denies the allegations contained in Paragraph 68 of the Complaint.

69. Acadia denies the allegations contained in Paragraph 69 of the Complaint.

70. Acadia denies the allegations contained in Paragraph 70 of the Complaint.

71. Acadia denies the allegations contained in Paragraph 71 of the Complaint.

72. Acadia denies the allegations contained in Paragraph 72 of the Complaint.

73. Acadia denies the allegations contained in Paragraph 73 of the Complaint.

74. Acadia denies the allegations contained in Paragraph 74 of the Complaint.

75. Acadia denies the allegations contained in Paragraph 75 of the Complaint.

76. Acadia denies the allegations contained in Paragraph 76 of the Complaint.

77. Acadia denies the allegations contained in Paragraph 77 of the Complaint.

78. Acadia denies the allegations contained in Paragraph 78 of the Complaint, including all subparts a. through l.

79. Acadia denies the allegations contained in Paragraph 79 of the Complaint.

80. Acadia denies the allegations contained in Paragraph 80 of the Complaint.

81. Acadia denies the allegations contained in Paragraph 81 of the Complaint.

IV. COUNT II
[Alleged] Civil RICO

82. In response to the allegations contained in Paragraph 82 of the Complaint, Acadia incorporates herein its objections and responses to the preceding and succeeding paragraphs.

83. In response to the allegations contained in Paragraph 83 of the Complaint, Acadia states those allegations constitute legal conclusions requiring no response.

84. Acadia denies the allegations contained in Paragraph 84 of the Complaint.

85. In response to the allegations contained in Paragraph 85 of the Complaint, Acadia states those allegations constitute legal conclusions requiring no response.

86. In response to the allegations contained in Paragraph 86 of the Complaint, Acadia states those allegations constitute legal conclusions requiring no response.

87. In response to the allegations contained in Paragraph 87 of the Complaint, Acadia states those allegations constitute legal conclusions requiring no response.

88. In response to the allegations contained in Paragraph 88 of the Complaint, Acadia states those allegations constitute legal conclusions requiring no response.

89. Acadia denies the allegations contained in Paragraph 89 of the Complaint.

90. Acadia denies the allegations contained in Paragraph 90 of the Complaint.

91. Acadia denies the allegations contained in Paragraph 91 of the Complaint.

92. Acadia denies the allegations contained in Paragraph 92 of the Complaint.

93. Acadia denies the allegations contained in Paragraph 93 of the Complaint.

94. Acadia denies the allegations contained in Paragraph 94 of the Complaint.

95. Acadia denies the allegations contained in Paragraph 95 of the Complaint.

96. Acadia denies the allegations contained in Paragraph 96 of the Complaint.

97. Acadia denies the allegations contained in Paragraph 97 of the Complaint, including all sub-bullet points. Further, in response to the allegations contained in Paragraph 97 of the Complaint, Acadia objects to the allegations as irrelevant, misleading, argumentative and inflammatory and as a misrepresentation.

98. Acadia denies the allegations contained in Paragraph 98 of the Complaint.

99. Acadia denies the allegations contained in Paragraph 99 of the Complaint.

100. Acadia denies that Plaintiff is entitled to the relief sought or any relief in response to the allegations contained in Paragraph 100.

101. Acadia denies the allegations contained in Paragraph 101 of the Complaint.

V. COUNT III [Alleged] Civil Conspiracy

102. In response to the allegations contained in Paragraph 102 of the Complaint, Acadia incorporates herein its objections and responses to the preceding and succeeding paragraphs.

103. Acadia denies the allegations contained in Paragraph 103 of the Complaint.

104. Acadia denies the allegations contained in Paragraph 104 of the Complaint.

105. Acadia denies the allegations contained in Paragraph 105 of the Complaint.

106. Acadia denies the allegations contained in Paragraph 106 of the Complaint.

107. Acadia denies the allegations contained in Paragraph 107 of the Complaint.

108. Acadia denies the allegations contained in Paragraph 108 of the Complaint.

109. Acadia denies the allegations contained in Paragraph 109 of the Complaint.

110. Acadia denies the allegations contained in Paragraph 110 of the Complaint.

111. Acadia denies the allegations contained in Paragraph 111 of the Complaint.

112. Acadia denies the allegations contained in Paragraph 112 of the Complaint.

113. Acadia denies the allegations contained in Paragraph 113 of the Complaint, including all sub-bullet points therein. Further, in response to the allegations contained in Paragraph 113 of the Complaint, Acadia objects to the allegations as irrelevant, misleading, argumentative and inflammatory and as a misrepresentation.

114. Acadia denies the allegations contained in Paragraph 114 of the Complaint.

115. Acadia denies the allegations contained in Paragraph 115 of the Complaint.

116. Acadia denies the allegations contained in Paragraph 116 of the Complaint.

117. Acadia denies the allegations contained in Paragraph 117 of the Complaint.

118. Acadia denies the allegations contained in Paragraph 118 of the Complaint.

119. In response to the allegations contained in the first sentence of Paragraph 119 of the Complaint, Acadia states the allegations contained therein constitute a legal conclusion requiring no response. To the extent a response is required in response to the first sentence, Acadia denies the allegations. Acadia denies the remainder of the allegations contained in Paragraph 119 of the Complaint.

VI. COUNT IV [Alleged] Negligence

[Alleged] Negligence

120. In response to the allegations contained in Paragraph 120 of the Complaint, Acadia incorporates herein its objections and responses to the preceding and succeeding

paragraphs.

121. In response to the allegations contained in the first sentence of Paragraph 121 of the Complaint, Acadia states the allegations contained therein constitute a legal conclusion requiring no response. To the extent a response is required in response to the first sentence, Acadia denies the allegations. Acadia denies the remainder of the allegations contained in Paragraph 121 of the Complaint, including all sub-bullet points therein.

122. Acadia denies the allegations contained in Paragraph 122 of the Complaint.

123. In response to the allegations contained in the first sentence of Paragraph 123 of the Complaint, Acadia states the allegations contained therein constitute a legal conclusion requiring no response. To the extent a response is required in response to the first sentence, Acadia denies the allegations. Acadia denies the remainder of the allegations contained in Paragraph 123 of the Complaint.

[Alleged] Respondeat Superior

124. Acadia denies the allegations contained in Paragraph 124 of the Complaint.

125. Acadia denies the allegations contained in Paragraph 125 of the Complaint.

126. Acadia denies the allegations contained in Paragraph 126 of the Complaint.

127. Acadia denies the allegations contained in Paragraph 127 of the Complaint.

128. Acadia denies the allegations contained in Paragraph 128 of the Complaint.

129. Acadia denies the allegations contained in Paragraph 129 of the Complaint.

130. Acadia denies the allegations contained in Paragraph 130 of the Complaint.

131. Acadia denies the allegations contained in Paragraph 131 of the Complaint.

[Alleged] Negligent Selection, Retention, and/or Supervision

132. Acadia denies the allegations contained in Paragraph 132 of the Complaint, including all sub-bullet points therein.

133. Acadia denies the allegations contained in Paragraph 133 of the Complaint.

134. In response to the allegations contained in the first sentence of Paragraph 134 of the Complaint, Acadia states the allegations contained therein constitute a legal conclusion requiring no response. To the extent a response is required in response to the first sentence, Acadia denies the allegations. Acadia denies the remainder of the allegations contained in Paragraph 134 of the Complaint.

135. Acadia denies the allegations contained in Paragraph 135 of the Complaint.

136. Acadia denies the allegations contained in Paragraph 136 of the Complaint.

137. Acadia denies the allegations contained in Paragraph 137 of the Complaint.

138. In response to the allegations contained in the first sentence of Paragraph 138 of the Complaint, Acadia states the allegations contained therein constitute a legal conclusion requiring no response. To the extent a response is required, Acadia denies the allegations contained in Paragraph 138 of the Complaint.

139. Acadia denies the allegations contained in Paragraph 139 of the Complaint.

140. Acadia denies the allegations contained in Paragraph 140 of the Complaint.

141. Acadia denies the allegations contained in Paragraph 141 of the Complaint.

[Alleged] Violation of Statute/Negligence Per Se

142. Acadia denies the allegations contained in Paragraph 142 of the Complaint.

143. Acadia denies the allegations contained in Paragraph 143 of the Complaint.

144. Acadia denies the allegations contained in Paragraph 144 of the Complaint.

145. Acadia denies the allegations contained in Paragraph 145 of the Complaint.

146. In response to the allegations of Paragraph 146, Acadia states the allegations contained therein constitute legal conclusions requiring no response. To the extent a response is required, the allegations of Paragraph 146 of the Complaint are denied.

147. Acadia denies the allegations contained in Paragraph 147 of the Complaint.

148. Acadia denies the allegations contained in Paragraph 148 of the Complaint.

149. Acadia denies the allegations contained in Paragraph 149 of the Complaint.

150. In response to the allegations contained in the first sentence of Paragraph 150 of the Complaint, Acadia states those allegations constitute legal conclusions requiring no response. To the extent a response is required, Acadia denies the allegations contained in Paragraph 150 of the Complaint.

151. Acadia denies the allegations contained in Paragraph 151 of the Complaint.

152. Acadia denies the allegations contained in Paragraph 152 of the Complaint.

153. Acadia denies the allegations contained in Paragraph 153 of the Complaint.

[Alleged] Liability of Nondelegable Duty

154. In response to the allegations of Paragraph 154 of the Complaint, Acadia states those allegations constitute legal conclusions requiring no response. To the extent a response is required, Acadia denies the allegations contained in Paragraph 154.

155. In response to the allegations of Paragraph 155 of the Complaint, Acadia states those allegations constitute legal conclusions requiring no response. To the extent a response is required, Acadia denies the allegations contained in Paragraph 155.

156. In response to the allegations of Paragraph 156 of the Complaint, Acadia states those allegations constitute legal conclusions requiring no response. To the extent a response is required, Acadia denies the allegations contained in Paragraph 156.

VII. COUNT V
[Alleged] Professional Liability

157. In response to the allegations contained in Paragraph 157 of the Complaint, Acadia incorporates herein its objections and responses to the preceding and succeeding paragraphs.

158. In response to the allegations of Paragraph 158 of the Complaint, Acadia states those allegations constitute legal conclusions requiring no response. To the extent a response is required, Acadia denies the allegations contained in Paragraph 158.

159. In response to the allegations of Paragraph 159 of the Complaint, Acadia states those allegations constitute legal conclusions requiring no response. To the extent a response is required, Acadia denies the allegations contained in Paragraph 159.

160. Acadia denies the allegations contained in Paragraph 160 of the Complaint, as the allegations are overly broad, misleading and argumentative.

161. Acadia denies the allegations contained in Paragraph 161 of the Complaint.

162. Acadia denies the allegations contained in Paragraph 162 of the Complaint, including all sub-bullet points therein.

163. Acadia denies the allegations contained in Paragraph 163 of the Complaint.

164. Acadia denies the allegations contained in Paragraph 164 of the Complaint.

165. In response to the allegations contained in the first sentence of Paragraph 165 of the Complaint, Acadia states those allegations constitute legal conclusions requiring no response.

To the extent a response is required, Acadia denies the allegations contained in Paragraph 165 of the Complaint.

166. Acadia denies the allegations contained in Paragraph 166 of the Complaint.

167. Acadia denies the allegations contained in Paragraph 167 of the Complaint.

168. Acadia denies the allegations contained in Paragraph 168 of the Complaint.

VIII. COUNT VI
[Alleged] Breach of Fiduciary Duty

169. In response to the allegations contained in Paragraph 169 of the Complaint, Acadia incorporates herein its objections and responses to the preceding and succeeding paragraphs.

170. Acadia denies the allegations contained in Paragraph 170 of the Complaint.

171. Acadia denies the allegations contained in Paragraph 171 of the Complaint.

172. Acadia denies the allegations contained in Paragraph 172 of the Complaint.

173. Acadia denies the allegations contained in Paragraph 173 of the Complaint.

174. Acadia denies the allegations contained in Paragraph 174 of the Complaint.

175. Acadia denies the allegations contained in Paragraph 175 of the Complaint.

176. Acadia denies the allegations contained in Paragraph 176 of the Complaint.

177. In response to the allegations contained in the first sentence of Paragraph 177 of the Complaint, Acadia states the allegations contained therein constitute a legal conclusion requiring no response. To the extent a response is required in response to the first sentence, Acadia denies the allegations. Acadia denies the remainder of the allegations contained in Paragraph 177 of the Complaint.

178. Acadia denies the allegations contained in Paragraph 178 of the Complaint.

179. Acadia denies the allegations contained in Paragraph 179 of the Complaint.

180. Acadia denies the allegations contained in Paragraph 180 of the Complaint.

IX. COUNT VII
[Alleged] Breach of Contract Third-Party Beneficiary Claims

181. In response to the allegations contained in Paragraph 181 of the Complaint, Acadia incorporates herein its objections and responses to the preceding and succeeding paragraphs.

182. The allegations in Paragraph 182 are specifically directed at another Defendant and, therefore, no response to the allegations contained in Paragraph 182 is required of Acadia. To the extent a response is required, Acadia is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 182 of the Complaint and, therefore, denies the same and demands strict proof of same.

183. The allegations in Paragraph 183 are specifically directed at another Defendant and, therefore, no response to the allegations contained in Paragraph 183 is required of Acadia. To the extent a response is required, Acadia is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 183 of the Complaint and, therefore, denies the same and demands strict proof of same.

184. The allegations in Paragraph 184 are specifically directed at another Defendant and, therefore, no response to the allegations contained in Paragraph 184 is required of Acadia. To the extent a response is required, Acadia is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 184 of the Complaint and, therefore, denies the same and demands strict proof of same.

185. The allegations in Paragraph 185 are specifically directed at another Defendant

and, therefore, no response to the allegations contained in Paragraph 185 is required of Acadia. To the extent a response is required, Acadia is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 185 of the Complaint and, therefore, denies the same and demands strict proof of same.

186. The allegations in Paragraph 186 are specifically directed at another Defendant and, therefore, no response to the allegations contained in Paragraph 186 is required of Acadia. To the extent a response is required, Acadia is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 186 of the Complaint and, therefore, denies the same and demands strict proof of same.

187. Acadia denies the allegations contained in Paragraph 187 of the Complaint.

188. Acadia denies the allegations contained in Paragraph 188 of the Complaint.

189. Acadia denies the allegations contained in Paragraph 189 of the Complaint.

190. Acadia denies the allegations contained in Paragraph 190 of the Complaint.

191. Acadia denies the allegations contained in Paragraph 191 of the Complaint.

192. Acadia denies the allegations contained in Paragraph 192 of the Complaint.

193. Acadia denies the allegations contained in Paragraph 193 of the Complaint.

194. Acadia denies the allegations contained in Paragraph 194 of the Complaint.

195. Acadia denies the allegations contained in Paragraph 195 of the Complaint.

196. In response to the allegations contained in the first sentence of Paragraph 196 of the Complaint, Acadia states those allegations constitute legal conclusions requiring no response. To the extent a response is required, Acadia denies the allegations contained in Paragraph 196 of the Complaint.

197. Acadia denies the allegations contained in Paragraph 197 of the Complaint.

198. Acadia denies the allegations contained in Paragraph 198 of the Complaint.

199. Acadia denies the allegations contained in Paragraph 199 of the Complaint.

X. COUNT VIII
[Alleged] Breach of Covenant of Good Faith and
Fair Dealing Third-Party Beneficiary Claims

200. In response to the allegations contained in Paragraph 200 of the Complaint, Acadia incorporates herein its objections and responses to the preceding and succeeding paragraphs.

201. In response to the allegations contained in Paragraph 201 of the Complaint, Acadia states those allegations constitute legal conclusions requiring no response. To the extent a response is required, Acadia denies the allegations contained in Paragraph 201 of the Complaint concerning the existence of any contract.

202. Acadia denies the allegations contained in Paragraph 202 of the Complaint.

203. Acadia denies the allegations contained in Paragraph 203 of the Complaint.

204. Acadia denies the allegations contained in Paragraph 204 of the Complaint.

205. In response to the allegations contained in the first sentence of Paragraph 205 of the Complaint, Acadia states the allegations contained therein constitute a legal conclusion requiring no response. To the extent a response is required in response to the first sentence, Acadia denies the allegations. Acadia denies the remainder of the allegations contained in Paragraph 205 of the Complaint.

206. Acadia denies the allegations contained in Paragraph 206 of the Complaint.

207. Acadia denies the allegations contained in Paragraph 207 of the Complaint.

208. Acadia denies the allegations contained in Paragraph 208 of the Complaint.

XI. COUNT IX
[Alleged] Unfair Practices Act (“UPA”) Claims

209. In response to the allegations contained in Paragraph 209 of the Complaint, Acadia incorporates herein its objections and responses to the preceding and succeeding paragraphs.

210. Acadia denies the allegations contained in Paragraph 210 of the Complaint.

211. In response to the allegations of Paragraph 211 of the Complaint, Acadia states those allegations constitute legal conclusions requiring no response. To the extent a response is required, Acadia denies the allegations contained in Paragraph 211 of the Complaint.

212. Acadia denies the vague, unclear and over broad allegations contained in Paragraph 212 of the Complaint.

213. The allegations in Paragraph 213 are specifically directed at another Defendant and, therefore, no response to the allegations contained in Paragraph 213 is required of Acadia. To the extent a response is required, Acadia is without knowledge or information sufficient to form a belief as to the truth of the vague, unclear allegations and partial statements contained in Paragraph 213 of the Complaint and, therefore, denies the same.

214. The allegations in Paragraph 214 are specifically directed at another Defendant and, therefore, no response to the allegations contained in Paragraph 214 is required of Acadia. To the extent a response is required, Acadia is without knowledge or information sufficient to form a belief as to the truth of the vague, unclear allegations and partial statements contained in Paragraph 214 of the Complaint and, therefore, denies the same.

215. The allegations in Paragraph 215 are specifically directed at another Defendant

and, therefore, no response to the allegations contained in Paragraph 215 is required of Acadia. To the extent a response is required, Acadia is without knowledge or information sufficient to form a belief as to the truth of the vague, unclear allegations and partial statements contained in Paragraph 215 of the Complaint and, therefore, denies the same.

216. The allegations in Paragraph 216 are specifically directed at another Defendant and, therefore, no response to the allegations contained in Paragraph 216 is required of Acadia. To the extent a response is required, Acadia is without knowledge or information sufficient to form a belief as to the truth of the vague, unclear allegations and partial statements contained in Paragraph 216 of the Complaint and, therefore, denies the same.

217. The allegations in Paragraph 217 are specifically directed at another Defendant and, therefore, no response to the allegations contained in Paragraph 217 is required of Acadia. To the extent a response is required, Acadia is without knowledge or information sufficient to form a belief as to the truth of the vague, unclear allegations and partial statements contained in Paragraph 217 of the Complaint and, therefore, denies the same.

218. The allegations in Paragraph 218 are specifically directed at another Defendant and, therefore, no response to the allegations contained in Paragraph 218 is required of Acadia. To the extent a response is required, Acadia is without knowledge or information sufficient to form a belief as to the truth of the vague, unclear allegations and partial statements contained in Paragraph 218 of the Complaint and, therefore, denies the same.

219. Acadia denies the allegations contained in Paragraph 219 of the Complaint.

220. Acadia denies the allegations contained in Paragraph 220 of the Complaint, including all sub-bullet points therein.

221. Acadia denies the allegations contained in Paragraph 221 of the Complaint.

222. Acadia denies the allegations contained in Paragraph 222 of the Complaint.

223. Acadia denies the allegations contained in Paragraph 223 of the Complaint.

224. Acadia denies the allegations contained in Paragraph 224 of the Complaint.

225. Acadia denies the allegations contained in Paragraph 225 of the Complaint.

226. In response to the allegations contained in the first sentence of Paragraph 226 of the Complaint, Acadia states the allegations contained therein constitute a legal conclusion requiring no response. To the extent a response is required in response to the first sentence, Acadia denies the allegations. Acadia denies the remainder of the allegations contained in Paragraph 226 of the Complaint.

227. Acadia denies the allegations contained in Paragraph 227 of the Complaint.

228. Acadia denies the allegations contained in Paragraph 228 of the Complaint.

229. Acadia denies the allegations contained in Paragraph 229 of the Complaint.

XII. [ALLEGED] DAMAGES

230. In response to the allegations contained in Paragraph 230 of the Complaint, Acadia incorporates herein its objections and responses to the preceding and succeeding paragraphs.

231. Acadia denies the allegations contained in Paragraph 231 of the Complaint.

XIV. JURY DEMAND

232. In response to the request for a jury trial contained in Paragraph 232 of the Complaint, no response is required.

233. In response to Plaintiff's prayer for judgment and damages, Acadia denies that

any judgment or damages should be granted against it.

234. All of the allegations and averments in Plaintiff's Complaint relating to Acadia not hereinabove specifically admitted, explained, answered and/or denied, are here and now denied as if specifically denied.

AFFIRMATIVE DEFENSES

1. Pursuant to Rule 12(b)(3) and 28 U.S.C. 1404(a), Defendant Acadia Healthcare Company, Inc. hereby asserts affirmative defenses as to venue in this matter.

2. Pursuant to Rule 12(b)(6), Defendant Acadia Healthcare Company, Inc. asserts Plaintiff's Complaint fails, in whole or in part, to state a claim against Acadia upon which relief can be granted.

3. Acadia Healthcare Company, Inc. is not a proper party to this matter and should be dismissed.

4. Acadia did not breach any duties to R.B. and R.B. has not suffered any damages or injuries as a result of any acts or omissions on the part of Acadia.

5. If Acadia were negligent or at fault, which it specifically denies, then other individuals or entities, whether or not named or identified in this lawsuit, were also negligent or at fault. The negligence or fault of those individuals or entities amounts to comparative fault which should be used to eliminate, decrease, or offset, in whole or in part, any recovery Plaintiff seeks to obtain against Acadia.

6. If R.B. was damaged as alleged, which is specifically denied, such damage resulted from one or more of R.B.'s preexisting medical conditions which predated any alleged negligence by Acadia and for which Acadia may not be held responsible.

7. If R.B. was damaged as alleged, which is specifically denied, such damage resulted from one or more unavoidable complications for which Acadia may not be held responsible.

8. If R.B. was damaged as alleged, which is specifically denied, such damage was proximately caused by an independent and intervening cause, thereby barring any recovery by Plaintiff against Acadia.

9. R.B. failed to mitigate her damages, if any.

10. Acadia states that the alleged injuries or damages suffered by R.B., which are specifically denied, were the proximate result of an independent and superseding cause (or causes), thereby barring recovery herein by Plaintiff against Acadia.

11. To the extent that discovery reveals that R.B.'s Complaint is barred by a failure to join a party (or parties), that defense is asserted herein to preserve it.

12. The affirmative defenses set forth herein are preliminary as they are made without the benefit of all the facts underlying or pertaining to Plaintiff's claims. Acadia reserves the right to amend its Answer and assert additional affirmative defenses.

WHEREFORE, Acadia respectfully requests that all of Plaintiff's claims and causes of action against it be dismissed, that judgment be granted in its favor, that it be granted recovery of its costs, including attorneys' fees, and that the Court award it any other relief to which it may be entitled.

Respectfully submitted,

**SERPE, JONES, ANDREWS,
CALLENDER & BELL, PLLC**

By: /s/ Ryan L. Clement

Ryan L. Clement
Federal Bar No. 19-106
Melanie Frassanito
Federal Bar No. 99-261
rclement@serpejones.com
mfrassanito@serpejones.com

America Tower
2929 Allen Parkway, Suite 1600
Houston, Texas 77019
Telephone: (713) 452-4400
Facsimile: (713) 452-4499

**ATTORNEYS FOR DEFENDANT,
ACADIA HEALTHCARE COMPANY, INC.**

CERTIFICATE OF SERVICE

On this 9th day of May, 2019, a true and correct copy of the above and foregoing was forwarded to all counsel of record.

/s/ Ryan L. Clement
Ryan L. Clement

1012793